

January 18, 2005

The Honorable Board of Supervisors
County of Los Angeles
Room 383, Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012



Dear Supervisors:

Marcia Mayeda
Director

Administrative Office
5898 Cherry Ave.
Long Beach, CA 90805
(562) 728-4882
Fax (562) 422-3408
<http://animalcontrol.co.la.ca.us>



Shelter locations

11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

216 W. Victoria St.
Gardena, CA 90248
(310) 523-9566

4275 No. Elton
Baldwin Park, CA 91706
(626) 962-3577

5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

31044 N. Charlie Cyn. Rd.
Castaic, CA 91384
(661) 257-3191

29525 Agoura Rd.
Agoura, CA 91301
(818) 991-0071

**REQUEST FOR APPROVAL OF ANIMAL SERVICES
CONTRACT WITH THE UNIVERSITY OF CALIFORNIA
AT LOS ANGELES (UCLA)
[Third District]
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1-- Approve the limited animal services contract between the University of California at Los Angeles (UCLA) and the Department of Animal Care and Control.

2—Authorize the Chair of the Board to sign the contract on behalf of Los Angeles County.

JUSTIFICATION FOR RECOMMENDED ACTION

The contract would assist the university, a public institution of higher education, to solve a minor but continuing problem of stray domestic animals on campus as well as occasional aggressive or menacing dogs that have been found on the university campus.

The agreement would assist the UCLA Police Department to help protect the health and safety of students, faculty, staff and visitors to the Westwood university.

Implementation of Strategic Plan Goals

This request relates to the County's goals of service excellence and fiscal responsibility.

FISCAL IMPACT

Minimal. Based on past problems, UCLA officials estimate that animal control officers will only be summoned to the campus on an occasional basis.

The University has set a \$5,000 figure in the special purchase order it has created to pay the Department to provide field and housing services for any animal-related problems regarding the campus. That figure can be adjusted if the actual need proves greater than the University's original estimate.

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FACTS AND PROVISIONS

Earlier this year, a representative of UCLA contacted the Department about the possibility of providing limited animal control services on the Westwood campus of the university. Services would apply only to domestic animals and not include any domestic or predatory wildlife that may come on to the campus or be resident there.

The request was referred to the Office of the County Counsel for study as the UCLA campus is outside the Department's service area and the Department's other contracts are all with local municipal governments.

The County Counsel concluded that such an agreement would be legal and the University and the Department began negotiating the terms of the contract.

Those negotiations were recently successfully concluded and the resulting contract, for the period of March 1 through July 31, 2005, is presented for Board consideration.

IMPACT ON CURRENT SERVICES

The contract is expected to have only minimal impact on current services. Under the terms of the agreement, only designated officials from UCLA can call the Department's Carson Animal Shelter to have an animal control officer dispatched to the Westwood campus to perform animal control services at that location.

Based on past history, UCLA officials estimate that only a few service requests would be made per month.

Respectfully submitted



Marcia Mayeda
Director

c: Chief Administrative Officer
County Counsel
Executive Officer
Auditor-Controller

CONTRACT
Between The Regents of University of California and
The County of Los Angeles
for Animal Control Services

This contract is made and entered into this first day of March 2005 by and between The Regents of the University of California (hereinafter referred to as "Regents") and Los Angeles County Department of Animal Care and Control (hereinafter referred to as "County") for services to be performed at the University of California, Los Angeles campus (UCLA).

WITNESSETH THAT:

WHEREAS, the Regents hereby enlist the services of the County for the performance of the hereinafter described animal control services within the boundaries of the UCLA campus at 405 Hilgard Avenue, Los Angeles, Ca 90095; and

WHEREAS, the Regents desire to have the County perform said work; and

WHEREAS, the County has represented that it has the present ability to perform said work;

NOW THEREFORE, the parties hereto do hereby mutually agree as follows:

Article 1: Statement of Work

1.01 The Director of Animal Care and Control of the County of Los Angeles agrees to provide animal control services within the boundaries of the UCLA Campus at 405 Hilgard Avenue, Los Angeles 90095 to the extent and in the manner hereinafter set forth.

1.02 Such services shall only encompass the duties and functions of the type coming within the jurisdiction and customarily rendered by the Department of Animal Care and Control of the County of Los Angeles under the Los Angeles County Code and the statutes of the State of California and as described below:

1.03 The County will take up and impound at-large, stray dogs and/or confined dogs that pose a risk to persons on the UCLA campus because of the aggressive or menacing behavior of the animals.

1.04 The County will remove and dispose of domestic dead animal carcasses from the UCLA campus. The County will take up, remove and provide for the emergency medical treatment of injured domestic animals from the UCLA campus.

1.05 The County will not respond to calls regarding predatory wildlife animals, such as coyotes, mountain lions or other predator animals. Likewise, the County will not respond to calls regarding common urban wildlife, such as raccoons, opossums, skunks, rodents, et cetera.

1.06 All calls for animal control services at UCLA must come from duly authorized representatives of the UCLA Police Department. The Regents will identify the authorized individuals to the Carson Animal Shelter.

1.07 Domestic animals removed from the UCLA campus will be held and treated in accordance with all applicable state and county laws.

1.08 The rendition of all animal control services, the standard of performance and other matters incidental to the performance of such services and the control of personnel so employed shall remain in the County. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the level and manner of performance of such service, the determination thereof made by the Director of Animal Care and Control of the County shall be final and conclusive as between the parties hereto.

1.09 The County agrees to provide kennel and animal shelter services to UCLA at Animal Center #3, the Carson Shelter, at 216 West Victoria Street, Gardena, CA 90248. The County, at that facility, shall accept domestic animals for impoundment from UCLA on a 24-hour-a-day, seven-days-a-week basis.

1.10 To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the Regents, their officers, agents and employees.

1.11 For the purpose of performing said functions, County shall furnish and supply all labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder.

1.12 All persons employed in the performance of such services and functions for said Regents shall be County employees, and shall have the authority required to perform the services described hereunder. No University of California employee as such shall be taken over by said County, and no person employed hereunder shall have any University of California pension, civil service or any status or rights.

1.13 The Regents shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County employee performing services hereunder for said County and the County shall not assume liability for such payment to any UCLA employee.

1.14 Except as herein otherwise specified, the Regents shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment, and the County shall not be liable to any UCLA employee for compensation for injury or sickness arising out of his or her employment.

Article 2: Key Personnel and Performance

2.01 The County is considered key personnel and essential to the work conducted under this Service agreement. The County will make its best efforts in performing the work under this Service agreement and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project.

Article 3: Period of Performance

3.01 The period of performance under this Service agreement shall commence on March 1, 2005 and continue through July 31, 2005.

Article 4: Allowable costs and fees

4.01 For and in consideration of animal control services provided by the County, the Regents agree that they shall pay the full cost to County for providing such services at rates determined by the County of Los Angeles Auditor-Controller.

4.02 The Regents agree that whenever animals from within the boundaries of UCLA are delivered to animal shelters operated by County, the Regents shall pay for the services and shelter of said animals at the following rates:

Services

Rates

Impounding of a stray
dog

\$13.37 per day, plus all
veterinarian costs for
treating these animals while
at the County shelter.

Holding a dog or cat wearing a
license (the Regents shall pay for the
foregoing shelter and treatment
costs for a period not to exceed
seven days.)

\$13.37 per day, plus all
veterinarian costs for
treating these animals while
at the County shelter.

Holding a dog
for observation

Holding a sick or injured
dog or cat.

\$18.25 per day, plus all
veterinarian costs for treating
these animals while at the
County shelter

Services	Rates
For each dead animal brought into the shelter for disposal	\$5.04 per animal
For each dead livestock, i.e., horse, cow, etc., brought into the shelter for disposal.	\$250.00 per animal

4.03 Subject to the limitations set forth in Article 5 below, the Regents shall pay for the shelter and treatment of all live animals from within the boundaries of UCLA that are delivered to animal shelters operated by the County and the cost of such shelter and treatment of such animals shall be as determined by the County Auditor-Controller.

4.04 The foregoing rates shall be adjusted by the County Auditor-Controller annually, effective July 1st of each year, commencing July 1, 2005, to reflect the cost of such service in accordance with such rates as determined by the Auditor-Controller and as approved by the Los Angeles County Board of Supervisors.

4.05 For shelter services rendered, the County shall submit an itemized invoice to the Regents within 10 days after the close of each calendar month which includes all field and shelter services performed during the preceding month. The Regents shall pay the County therefore within thirty (30) days after the date of the invoice.

Article 5: Limitation of Cost

5.01 The Regents agree to reimburse the County for allowable costs actually incurred during performance of the work under this Service agreement and in an amount not to exceed \$5,000. The County shall not be reimbursed for costs incurred in excess of the stated maximum amount payable without an executed amendment to this Service agreement. The County shall notify UCLA's Key Personnel at a time it anticipates that, within 60 days, funding will be insufficient to accomplish the purposes of this Service agreement.

Article 6: Invoicing and Payment

6.01 The County may submit invoices to the Regents not less frequently than quarterly nor more frequently than monthly. All invoices shall be submitted to the Department/Fiscal contact below. All invoices shall be submitted in duplicate. At a minimum, invoices must include the UCLA Service Agreement Number, identify the period for which reimbursement is being requested, itemize current and cumulative costs, and be signed by an authorized representative of the County that the expenditures claimed represent actual expenses for the work performed under this Service agreement. The Regents shall reimburse the County upon receipt of an acceptable invoice. A final invoice and statement of costs incurred, marked "FINAL", must be submitted no later than sixty (60) days after expiration or termination of this Service agreement.

Invoices shall be submitted as follows:

UCLA – Environmental, Health and Safety (EH&S)
P.O. #: 3401 B EB 663
501 Westwood Plaza, 4th Floor
Los Angeles, CA 90024-6502
Attention: James Greenwood

Article 7: Assignment

7.01 The County shall not assign, transfer or subcontract its rights, interest, or obligations hereunder without written consent of the Regents and modification to this service agreement.

Article 8: Modifications

8.01 The terms and conditions of this Service agreement may be changed only by mutual agreement. Said modifications shall be in the form of a duly executed amendment to this Service agreement.

Article 9: Record Retention

9.01 All pertinent records and books of accounts related to this Service agreement shall be retained for a period of three (3) years after the expiration or termination of this Service agreement. A record relating to any claim arising out of the performance of this Service agreement, or costs and expenses to which exception has been taken as a result of audit and/or inspection shall be retained by the County until such claim or audit exception has been resolved.

Article 10: Indemnification

10.01 The Regents agree to indemnify, defend, and hold harmless the County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to UCLA's operations or its services, which result from bodily injury, death, personal injury, or property damage, including damage to UCLA's property. The County shall not be obligated to indemnify for liability and expense arising from the active negligence of UCLA's employees or contract workers.

10.02 The County agrees to hold the Regents harmless from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to the County's operations or its services, which result from bodily injury, death, personal injury, or property damage, including damage to County's property.

Article 11: Termination

11.01 This Service agreement may be terminated for convenience by either party hereto by giving written notice to the other party thirty (30) days in advance of a specified date of termination.

11.02 This Service agreement may be terminated for cause in the event that the County does not perform its obligations as specified under this Service agreement or commits any breach of or default in any of the terms and conditions of this Service agreement. If the County fails to remedy such non-performance, breach or default within thirty (30) days after receipt of written notice thereof, UCLA may at its option and in addition to other remedies which it may have at law or in equity, terminate this Service agreement by sending notice of termination in writing to the Contractor. Such termination shall be effective as of the date of the County's receipt of such notice.

11.03 In the event of termination, the Regents will reimburse the County for all allowable costs incurred and uncancellable obligations made up to and including the date of termination, provided such costs do not exceed the stated maximum amount payable.

Article 12: Administrative Contacts: The following individuals shall serve as contacts for communications regarding this Service agreement:

Administrative

For the Regents:

UCLA – Environmental Health and Safety
(EH&S)
Shelia Oatis
501 Westwood Plaza, 4th Floor
Los Angeles, CA 90024

Phone: 310-794-5059

Email: oatis@admin.ucla.edu

For the County:

**Los Angeles County Department of Animal
Care and Control
Robert Ballenger
5898 Cherry Avenue
Long Beach, CA 90805**

Phone: (562) 728-4637

E-mail: bballeng@co.la.ca.us

IN WITNESS WHEREOF, The Regents of the University of California have executed this Contract, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By _____
Marc Leufroy Title: Senior Buyer

COUNTY OF LOS ANGELES

By _____
Gloria Molina, Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Board of Supervisors

By _____

APPROVED AS TO FORM:

County Counsel

By _____
Principal Deputy County Counsel